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EXAMINER

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PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No. 10/775,757	Applicant(s) ANSEL ET AL.	
	Examiner KIRA NGUYEN	Art Unit 3689	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 09 November 2011.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ An election was made by the applicant in response to a restriction requirement set forth during the interview on ____; the restriction requirement and election have been incorporated into this action.
- 4) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 5) ☒ Claim(s) 1,3-13 and 16-30 is/are pending in the application.
- 5a) Of the above claim(s) ____ is/are withdrawn from consideration.
- 6) ☐ Claim(s) ____ is/are allowed.
- 7) ☒ Claim(s) 1,3-13 and 16-30 is/are rejected.
- 8) ☐ Claim(s) ____ is/are objected to.
- 9) ☐ Claim(s) ____ are subject to restriction and/or election requirement.

Application Papers

- 10) ☐ The specification is objected to by the Examiner.
- 11) ☐ The drawing(s) filed on ____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 12) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. ____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. ____. |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date ____. | 6) <input type="checkbox"/> Other: ____. |

DETAILED ACTION

1. This is in response to the applicant's communication filed on 11/09/11 wherein Claims 1, 3-13, 16-30 are currently pending; Claims 1, 3, 5-12, 16-25; 27-30 have been amended; Claims 2, 15-15 have been cancelled.

Drawings

2. The drawings are objected to under 37 CFR 1.83(a). The drawings must show every feature of the invention specified in the claims. Therefore, the new amended language in claim 16 "*a provider agent operating on the agent server configured to construct a provider offer.....the first provider*" must be shown or the feature(s) canceled from the claim(s). No new matter should be entered.

Corrected drawing sheets in compliance with 37 CFR 1.121(d) are required in reply to the Office action to avoid abandonment of the application. Any amended replacement drawing sheet should include all of the figures appearing on the immediate prior version of the sheet, even if only one figure is being amended. The figure or figure number of an amended drawing should not be labeled as "amended." If a drawing figure is to be canceled, the appropriate figure must be removed from the replacement sheet, and where necessary, the remaining figures must be renumbered and appropriate changes made to the brief description of the several views of the drawings for consistency. Additional replacement sheets may be necessary to show the renumbering of the remaining figures. Each drawing sheet submitted after the filing date of an application must be labeled in the top margin as either "Replacement Sheet" or "New Sheet" pursuant to 37 CFR 1.121(d). If the changes are not accepted by the examiner,

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the applicant will be notified and informed of any required corrective action in the next Office action. The objection to the drawings will not be held in abeyance.

Claim Rejections - 35 USC § 112

3. The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

4. **Claims 16-28** are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.

Applicant has amended the claim language to including the limitation in claim 16 *"a provider agent operating on the agent server configured to construct a provider offer for the first provider responsive to the provider agent determining that the request available to the first provider is within a scope of agency of the provider agent, wherein the provider agent is configured to construct the provider offer based upon a directive of the first provider"*.

According to the Applicant statement on page 14 of the remark, the new amended features above were supported in the disclosure by at par. 0026, figure 1B. However, the examiner has reviewed applicant's disclosure at least on par. 0026 and submits that this added limitation "specifically ""*a provider agent operating on the agent*

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server configured to construct a provider offer” finds no support in the specification as currently written and is, therefore directed to new matter. Applicant’s specification {par. 0026} *“the agent server 235 awaits whether a provider offer an offer is received directly by that provider, the scope of agency is enlarge, or the pending request becomes stale”* which appears to teach the provider’s agent constructs the provider offer (not operating on the agent server), the server 235 manage the request, interact with the provider agent and seek the agent’s guidance to construct an appropriate offer. However, the specification (par. 0026) does not indicate “the provider agent operating on the agent server configured to construct a provider offer” as recited in claim 16.

5. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

6. **Claims 1, 3-13, 16-30** are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

1) **Independent claim 1**, step 3 recites “a sponsorship offer”, is this phrase preferred back to “a sponsorship offer” in step (2) or it is introduced another sponsorship offer.

2) **Independent claim 1**, recites “a plurality of marketing opportunities”, is this preferred back to the “two or more sponsorship opportunities” as recited in the preamble or the claim introduces different “marketing opportunities”?

3) **Dep. claim 8** recites “*determining whether a sponsorship offer is available to each of the plurality of providers, wherein the request available to each of the providers*”

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indicates whether a sponsorship offer is available to the respective provider, and wherein the request available to a second one of the plurality of providers indicates that a sponsorship offer is not available to the second provider; and receiving a provider offer from the second providers that does not include a sponsorship offer", this limitation appears to show that "the request" which includes a sponsorship offer will be available to the respective provider, and the request which does not include sponsorship offer will be available to the second providers, and receiving a provider offer from the second providers that does not include a sponsorship offer. Therefore, it is not clear how this limitation is related to claim 1 since claim 1 already indicated the acceptance of the provider offer (which comprise the sponsorship offer, and assembling the contract comprising plurality of marketing opportunities of the sponsorship offer responsive to receiving the acceptance). In the other words, it is confusion why the claim indicates *the sponsorship offer is not available*, and receiving the provider offer that *does not include a sponsorship* while claim 1 already indicates the *sponsorship offer is available* to the provider, *accepting the offer includes the sponsorship offer* and *establishing contract* related to the sponsorship offer after accepting the sponsorship offer.

Furthermore, claim 8 appears to contradict with the scope of the claim invention which is "the facilitating an exchange of a service tangible, non-monetary asset for use in an event for *two or more sponsorship opportunities at the event*" because claim 8 appears to show sponsorship offer comprising the marketing opportunities *does not include* in the provider offer, and thus the exchanging of service for use in event for two or more sponsorship opportunities may not be occurred.

4) **Dep. claim 18** is rejected for the similar reason sets for dep. claim 8 above.

5) **Dep. claim 9** recites "transmitting a counter offer responsive to receiving the provider offer, the counter offer modifying the sponsorship offer", it is not clear how the counter offer is modified after the acceptance of the sponsorship offer and the assembling contract already occurred or generated as shown in claim 1?

6) **Dep. claim 19** is rejected for the similar reason sets forth dep. claim 18 above.

7) **Dependent claim 8**, recites "a sponsorship offer", it is not clear whether the this phrase is related to "a sponsorship offer" as recited in claim 1 or it is a new "sponsorship offer"; also does the term "the respective provider" mean "the first provider" or it is another provider? If it is another provider, then there's lack antecedent and basis for this limitation.

8) **Independent claim 16** recites "a plurality of marketing opportunities", is this "marketing opportunities" are similar to "one or more sponsorship opportunities" as recited in the preamble or it is different"?

9) **Independent claim 29**, steps 4-5 the limitation "determining whether a sponsorship offer is available to each of plurality of providers ...the event; transmitting the request to each of the plurality of providers " is unclear because what if the catalog of services and or non-monetary, tangible assets available from *one provider* (as recited in step 1), then why the "request" for a service or non-monetary asset selected from the catalog is determined and transmitted to *each of the plurality of providers*? In the other words, the system presents the catalog or service, tangible assets of provider A to the user, the system receive a request from the user for a service, tangible asset selected

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from the catalog of provider A, then why the system transmits the request for a service to providers A, B, C, D instead of transmitting the request only to provider A?

10) **Independent claim 29**, step 4 recites "*transmitting the request to each of the plurality of providers, wherein the request transmitted to each provider indicates whether a sponsorship offer is available to the respective provider, and wherein the request transmitted to a first one of the providers indicates that a sponsorship offer is available and the request transmitted to a second one of the providers indicates that a sponsorship offer is not available*", is vague because it is not clear why the same "request" for a service is transmitted to both providers (first and second provider) to indicate a sponsorship offer is available at the first provider, and the sponsorship offer is not available at the second provider? When the request is transmitted to the first provider, was it already modified or determined it is a request for a sponsorship offer? Or when the request is transmitted to the second provider, was it already modified or determined it is not for a sponsorship offer? Moreover, if the "request" in this limitation (step 4) is not about the request for a service includes the sponsorship offer, then why the previous step (step 3) recites "*the determining whether a sponsorship offer is available to each of plurality providers capable of providing the request service, tangible asset for the event*"? Note that step 3 is understood to be "the request" service for the event includes the sponsorship offer since the system determines each of plurality of providers who has the sponsorship offer available to provide the requested service for the event. Also if the "request" in (step 4) includes the "sponsorship offer" which appears to correspond with (step 3), then why the request include the sponsorship offer

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is transmitted to the second providers to indicate that a sponsorship offer is not available?

11) **Independent claim 29**, step (4) recites "whether a sponsorship offer is available to the respective provide.....a sponsorship offer is available....a sponsorship offer is not available", it is not clear whether the three terms "a sponsorship offer" in this step is referred back to "a sponsorship" recited in step (4) or it is three different sponsorship offer?

12) **Independent claim 29**, steps (5-6) recites "*receiving a provider offer from one of the plurality of providers; receiving an acceptance of the provider offer*", it is unclear whether this "provider offer" has any relationship with "the request" as recited in the previous steps (2-4). If it does, then is it related to the request indicates the sponsorship offer, or is it related to the request does not indicate the sponsorship offer?

13) **Independent claim 29**, step (7) "*assembling a contract comprising one or more clauses corresponding to the requested service or non-monetary, tangible asset*", it is unclear which provider/entities that the event owner (requestor) has the contract with, is it the first provider indicates a sponsorship is available or is it the provider indicates the sponsorship offer is not available or is the contract include both providers?

Therefore, for the purpose of examination in light of the scope of the invention "the method of facilitating an exchange of a service or tangible asset for use in an event to be attended by a plurality of attendees for two or more sponsorship opportunities for

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a provider" and in light of the 112 as indicated above, claim 29, steps 1-6 is interpreted to be:

presenting to an event owner a catalog of services and /or non-monetary, tangible assets available from one or more providers for use in the event, each service and or non-monetary tangible asset in the catalog having a respective fulfillment cost related to the event;

receiving a request for a service or non-monetary, tangible asset selected from the catalog;

determining whether a sponsorship offer is available to one or more providers capable of providing the request service or not monetary, tangible assets for the event;

transmitting the request to one or more providers indicates whether a sponsorship offer is available to the respective provider.

receiving a provider offer comprises sponsorship offer from one or more providers

receiving an acceptance of the provider offer comprise sponsorship offer; and

assembling a contract comprising one or more clauses corresponding to the request service include the sponsorship opportunities of the sponsorship offer in response to receiving the acceptance.

14) **Dep. claim 30** recites "receiving a plurality of bids from one or more providers capable of providing requested service or non-monetary, tangible asset for the event in response to the transmitting; and selecting one of the plurality of bids as a winning bid, wherein the selection is based on predetermined criteria associated with a

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sponsorship offer associated with the bid”, it is not clear which providers (from claim 29) is providing the bids in response to the transmitting of claim 29 (step 4), is this the first one of providers or the second one of providers?. (Note that step 4 indicates the transmitting the request to each of the plurality providers, where the request transmitted to a first one of the provider indicates that a sponsorship is available and the to a second provider indicates that a sponsorship offer is not available).

Claim Rejections - 35 USC § 103

7. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

8. **Claims 1, 3-7,13, 29-30 are rejected under 35 U.S.C. 103(a) as being unpatentable over YOSHIDA ET AL (US 2003/0093361) in view of DELGADO ET AL (US 7,162,429) (Hereinafter YOSHIDA and DELGADO)**

As for independent claim 1, YOSHIDA discloses a method for facilitating an exchange of a service or tangible, non-monetary asset for use in an event for two or more sponsorship opportunities at the event, the method comprising:

recording a request for at least one service or tangible, non-monetary asset for use in an event from an event owner, the request having a fulfillment cost related to the event, wherein the request is received using a computing device;

{see figures 1, 4-6 and pars. 0002; 0153-0156; 0222; 0319-0324 which discloses a requestor input the request information for a service, non monetary asset

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(commodities or services) for use in an event, wherein *the items to be entered in desired amount, prices for furnishment of the commodities or service*, desired in the sponsor. This requested *information are recorded in the input data recording unit 20C* as in figure 4, par. 0323};

Note: As for the limitation in of “the request having a fulfillment cost related to the event”, or the request having a cost or price of the service or materials required to fulfill (carry out) the event, this reads over “, *desired amount, prices for furnishment of the commodities or service*, desired in the sponsor. This requested *information is recorded in the input data recording unit 20C* as in figure 4, pars 0322-0323}.

making the request available to a plurality of providers using the computing device, wherein the request made available to a first one of the providers indicates that a sponsorship offer is available to the first provider;

{par. 0023 discloses "a broadcast business operator (requestor) first issues a request for sponsorship to the brokerage business operator (the serve" or intermediate entity), the brokerage business operator forwards a requested for sponsorship to sponsor business operators; also figures 12, 14 "steps 12-18", at least pars. 0398-0400 discloses when the server receive the request from the requestor (broadcast business operator), the server determines the registered members (plurality of providers or sponsor business operators) to whom the sponsorship request is to be distributed, when the when there exist the desired conditions for distribution, the broker server (e.g. distribution destination specifying unit) verifies whether or not the sponsorship request also meets the desired conditions for distribution registered by the respective registered

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members. The distribution destination specifying unit (broker server) extracts only the members in meeting with the desired distribution condition and finally the broker server distributes the sponsorship request to the desired registered member};

responsive to making the request available, receiving at the computing device a provider offer from the first provider, the provider offer comprising a sponsorship offer comprising a plurality of marketing opportunities to be given to the first provider, and an indication of a portion of the fulfillment cost of the requested service or tangible, non-monetary asset to be defrayed by the plurality of marketing opportunities;

{see at least figures 16, 18-19 (element 42B, 42F), figure 20 (element 46C), figure 21 and at least pars. 0425, 0450-0451, 0454-0455, 0475-0480 wherein YOSHIDA discloses receiving the provider offer from the provider, the offer comprising a sponsorship offer which include the *commodities, services* (marketing opportunities) , *the desired amount or amount requested* that can be offered under sponsorship. One or more sponsorship opportunities comprise *logo commercial marks for business entities in a sport program, represented on sports equipment or advertisement plate or tower* {specifically pars. 0479-0480, figure 21}.

Note: the term “defray the cost” is interpreted as “a given away amount of money” or “pay the cost for a sponsorship event” and this is inherently included in the teaching of YOSHIDA ET AL as shown on pars. [0321-0323] which indicated “prices for furnishment of the commodities or service,” or the cost by the sponsorship for carrying out the event activities which would inherently defray at least partially the fulfillment cost of the request.

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Furthermore, as for the information or content of “a plurality of marketing opportunities.....to be defrayed by the plurality of marketing opportunities” , this information is considered as non-functional descriptive material since this content only means something to the human mind and does not impact the steps of receiving the offer, accepting the offer and assembling a contract. See *King Pharmaceuticals Inc. v. Eon Labs Inc.*, 95 USPQ2d 1833 (Fed. Cir. 2010).

YOSHIDA discloses claimed invention as indicated above. For example, YOSHIDA discloses {pars. 0223-0226, figures 16-20} the requestor/event owner (broadcast business operator) send a request for sponsorship to the brokerage business operator (the server), the server forwards a request for sponsorship to desired the sponsor business operator registered in database (noted that the registration including the provider offer or the sponsorship opportunities that the sponsor is willing to provide) based on the content of the request for sponsorship, if the sponsor agree to the request, then notifies the brokerage business operator of such effect. The brokerage business operator checks whether or not the content of the agreement conforms to items of request. When the content of the agreement conforms to the items of request, the brokerage business operator notifies the broadcast business operator (requestor) of the content of the finalized transaction. Also YOSHIDA par. 0229 discloses the brokerage business operator proceeds to match the content of the sponsorship request received from the client (requestor) and the information of advance registration (the provider offer from the sponsor) in the database to finally decide on the parties of contract.

However, YOSHIDA does not explicitly disclose "receiving an acceptance of the provider offer and assembling a contract comprising one or more clauses corresponding to the plurality of marketing opportunities of the sponsorship offer responsive to receiving the acceptance".

In the similar method and system managing the sponsorship, DELGADO {figure 4A, col. 53-64; col. 9, lines 60-67; col. 10, lines 1-18 discloses receiving the acceptance of the sponsorship offer from the requestor, the sponsorship offer such as putting together materials promoting the charitable event. The requester therefore would like to advertise the sponsor's name in the promotional materials and needs the sponsor's official trademarks and logos to do so. Also DELGADO also figures 2, 4D-4G discloses the generating the sponsorship agreements to require the requestor accept the terms and conditions and provide the requestor under the prescribed conditions, with content that facilitates such advertisement. Also DELGADO col. 1, lines 61-67 discloses the sponsorship agreement such as "the parties enter into a formal written agreement that stipulates the terms of the sponsorship, including details such as the amount to be donated by the corporation and how the corporation will be recognized in materials promoting the event.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to provide the system and method of receiving the request for sponsorship from the requestor, receiving the sponsorship offer from the sponsor, sending the request for sponsorship to a desired sponsor and accepting the request by the sponsor of YOSHIDA to include the accepting the offer from the requestor, and

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generating the sponsorship agreements between the two parties as taught by DELGADO so that both parties agree on what need to be done e.g. the sponsor provides the materials promoting the event, in return the requestor (owner event) advertise the sponsor's name in the promotional materials.

As for dep. claim 3, YOSHIDA/DELGADO discloses the sponsorship offer presented to the event owner/requestor is a configurable sponsorship offer capable of being modified by the requestor/event owner and the provider {see YOSHIDA at least figures 5-6; pars. 0227; 0322-0323}.

As for dep. claims 4-6, YOSHIDA/DELGADO discloses receiving a modification of the sponsorship offer from the event owner/requestor, wherein this modification is the modification of the sponsorship offer determines a portion of the fulfillment cost of the request defrayed by marketing opportunities; and the modification of the sponsorship offer relates to a sponsorship exposure given to the provider of the request. {see YOSHIDA at least figures 5-6; and 20-21 pars. 0322-0323; discloses the requestor enters the desired amount of the items of for the event, the prices for furnishment of the commodities or service; and figure 10; 0345-0347 discloses receiving the requested amount from the requestor}.

As for dep. claim 7 YOSHIDA/DELGADO discloses identifying a plurality provider (sponsor or registered member) that are capable of providing the requested service, non-monetary asset {see YOSHIDA at least figures 10, 13 and 14; pars. 0394-0398 discloses the determine/identify the "register member/sponsor" to whom the

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sponsorship request is to be distributed; or whom meet with the sponsorship requester information}.

As for dep. claim 13, which discloses presenting a catalog of non-monetary assets or services to the event owner to assist the event, this is taught in YOSHIDA see at least figures 4-6; 0002; 0234, 0321-0323.

As for independent claim 29, YOSHIDA ET AL discloses a computer readable storage medium comprising instructions to cause a computing device to perform a method for facilitating an exchange of a service or tangible, non-monetary asset for use in an event to be attended by a plurality of attendees for two or more sponsorship opportunities for a provider of the requested service or tangible, non-monetary asset at the event, the method comprising:

presenting to an event owner (broadcast business operator/requestor) a catalog of services and /or non-monetary, tangible assets available from one or more providers (sponsor) for use in the event, each service and or non-monetary tangible asset in the catalog having a respective fulfillment cost related to the event {see at least figures 4-6, and 21; pars. 0319-0324;0479-0481};

receiving a request for a service or non-monetary, tangible asset selected from the catalog

{see figures 1, 4-6 and pars. 0002; 0153-0156; 0222; 0319-0324 which discloses a requestor input the request information for a service, non monetary asset (commodities or services) for use in an event, wherein *the items to be entered in desired amount, prices for furnishment of the commodities or service*, desired in the

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sponsor. This requested *information are recorded in the input data recording unit 20C* as in figure 4, par. 0323};

determining whether a sponsorship offer is available to one or more providers capable of providing the request service or not monetary, tangible assets for the event;

transmitting the request to one or more providers indicates whether a sponsorship offer is available to the respective provider.

{par. 0023 discloses "a broadcast business operator (requestor) first issues a request for sponsorship to the brokerage business operator (the serve" or intermediate entity), the brokerage business operator forwards a requested for sponsorship to sponsor business operators; also figures 12, 14 "steps 12-18", at least pars. 0398-0400 discloses when the server receive the request from the requestor (broadcast business operator), the server determines the registered members (plurality of providers or sponsor business operators) to whom the sponsorship request is to be distributed, when there exist the desired conditions for distribution, the broker server (e.g. distribution destination specifying unit) verifies whether or not the sponsorship request also meets the desired conditions for distribution registered by the respective registered members. The distribution destination specifying unit (broker server) extracts only the members in meeting with the desired distribution condition and finally the broker server distributes the sponsorship request to the desired registered member};

receiving a provider offer comprises sponsorship offer from one or more providers

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{see at least figures 16, 18-19 (element 42B, 42F), figure 20 (element 46C), figure 21 and at least pars. 0425, 0450-0451, 0454-0455, 0475-0480 wherein YOSHIDA discloses receiving the provider offer from the provider, the offer comprising a sponsorship offer which include the *commodities, services* (marketing opportunities) , *the desired amount or amount requested* that can be offered under sponsorship. One or more sponsorship opportunities comprise *logo commercial marks for business entities in a sport program, represented on sports equipment or advertisement plate or tower* {specifically pars. 0479-0480, figure 21}.

YOSHIDA discloses claimed invention as indicated above. For example, YOSHIDA discloses {pars. 0223-0226, figures 16-20} the requestor/event owner (broadcast business operator) send a request for sponsorship to the brokerage business operator (the server), the server forwards a request for sponsorship to desired the sponsor business operator registered in database (noted that the registration including the provider offer or the sponsorship opportunities that the sponsor is willing to provide) based on the content of the request for sponsorship, if the sponsor agree to the request, then notifies the brokerage business operator of such effect. The brokerage business operator checks whether or not the content of the agreement conforms to items of request. When the content of the agreement conforms to the items of request, the brokerage business operator notifies the broadcast business operator (requestor) of the content of the finalized transaction. Also YOSHIDA par. 0229 discloses the brokerage business operator proceeds to match the content of the sponsorship request received from the client (requestor) and the information of advance registration (the

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provider offer from the sponsor) in the database to finally decide on the parties of contract.

However, YOSHIDA does not explicitly disclose "receiving an acceptance of the provider offer and assembling a contract comprising one or more clauses corresponding to the request service include the sponsorship opportunities of the sponsorship offer in response to receiving the acceptance ".

In the similar method and system managing the sponsorship, DELGADO {figure 4A, col. 53-64; col. 9, lines 60-67; col. 10, lines 1-18 discloses receiving the acceptance of the sponsorship offer from the requestor, the sponsorship offer such as putting together materials promoting the charitable event. The requester therefore would like to advertise the sponsor's name in the promotional materials and needs the sponsor's official trademarks and logos to do so. Also DELGADO also figures 2, 4D-4G discloses the generating the sponsorship agreements to require the requestor accept the terms and conditions and provide the requestor under the prescribed conditions, with content that facilitates such advertisement. Also DELGADO col. 1, lines 61-67 discloses the sponsorship agreement such as "the parties enter into a formal written agreement that stipulates the terms of the sponsorship, including details such as the amount to be donated by the corporation and how the corporation will be recognized in materials promoting the event.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to provide the system and method of receiving the request for sponsorship from the requestor, receiving the sponsorship offer from the sponsor,

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sending the request for sponsorship to a desired sponsor and accepting the request by the sponsor of YOSHIDA to include the accepting the offer from the requestor, and generating the sponsorship agreements between the two parties as taught by DELGADO so that both parties agree on what need to be done e.g. the sponsor provides the materials promoting the event, in return the requestor (owner event) advertise the sponsor's name in the promotional materials.

As for dep. claim 30, which deals with the providers/sponsor receiving the a plurality of bids/or an price offer, and selecting price offer for the sponsorship request based on a predetermined criteria associated with a sponsorship offer associated with the bid, this is fairly taught in YOSHIDA ET AL {see figures 14, 16-18; pars. 0225-0228; 0394-0398}.

9. Claim 8 is rejected under 35 U.S.C. 103(a) as being unpatentable over YOSHIDA in view of DELGADO as applied to claim 1 above and further in view of HARBRON ET AL (US 2002/0188512) (Herein after Harbron).

As for dep. claim 8 YOSHIDA/DELGADO discloses determining whether a sponsorship offer is available to each of the plurality of providers, sending the request to the plurality of providers and receiving the sponsorship offer from one of the provider

{see also figures 12, 14 "steps 12-18", at least pars. 0398-0400 discloses when the server receive the request from the requestor (broadcast business operator), the server determines the registered members (plurality of providers or sponsor business operators) to whom the sponsorship request is to be distributed, when the when there exist the desired conditions for distribution, the broker server (e.g. distribution

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destination specifying unit) verifies whether or not the sponsorship request also meets the desired conditions for distribution registered by the respective registered members. The distribution destination specifying unit (broker server) extracts only the members in meeting with the desired distribution condition and finally the broker server distributes the sponsorship request to the desired registered member}.

However, YOSHIDA/DELGADO does not explicitly disclose wherein the request is made available to a second one of the providers indicates that a sponsorship offer is not available to the second provider, and receiving a provider offer from the second providers that does not include a sponsorship offer.

HARBRON discloses determining whether a sponsorship offer is available to each of the plurality providers, wherein the request available to a provider indicates that a sponsorship offer is not available to the provider and receiving provider offer (information) which indicated the sponsorship offer is not interested. For example HARBRON pars. 0047-0057 discloses the "customer enter into its customer system a request for a full horoscope for free. The request by the customer is then transferred via the Internet to the coordinator who reviews the request. The coordinator gets in electronic contact via the Internet to a number of potential sponsors and sending the request (from the requestor) to several potential sponsors if they are willing to sponsor a free full horoscope for a 67 year old female, Sponsor 1 indicates to the coordinator that he is not interested to sponsor this because his target group is of lower age. Sponsor 2 indicated to the coordinator that he is willing to sponsor if the customer is prepare to make the web site of Sponsor 2 home page {Noted, since sponsor 1 is not interested to

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sponsor, this would indicated that the "coordinator receive the sponsor 1 offer (information) that does not include a sponsorship offer.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to provide the determining whether a sponsorship offer is available to each of the plurality of providers of YOSHIDA/DELGADO to include receiving the provider offer (information) which indicated the sponsorship is not included as taught by HARBRON since the claimed invention is merely a combination of old elements, and in the combination each element merely would have performed the same function as it did separately, e.g. the sponsorship offer is available to one provider, and the sponsorship is not available for another provider and which one of ordinary skill in the art would have recognized that the results of the combination were predictable.

10. Claims 9-12 are rejected under 35 U.S.C. 103(a) as being unpatentable over YOSHIDA in view of DELGADO as applied to claim 1 above and further in view of WALKER ET AL (US 5,794,207) (Hereinafter WALKER)

As for dep. claims 9-11, YOSHIDA/DELGADO discloses claimed invention as shown above. YOSHIDA/DELGADO pars. 0227-0229 further discloses the adjustment of the number of goods furnished by the agreeing business operators, notifies the broadcast business operator of the content of the finally determined transaction. However, YOSHIDA/DELGADO does not explicitly disclose transmitting a counteroffer responsive to receiving the provider offer, the counteroffer modifying the sponsorship offer, and receiving an acceptance of the counteroffer from the first provider, wherein

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the counteroffer modifies the portion of the fulfillment cost of the request to be defrayed by the plurality of marketing opportunities of the provider offer.

WALKER {figures 18-19 col. 22, lines 40-65; col. 23, lines 1-18} discloses the modifying the conditions of the counteroffer (e.g. modifying the price), transmit the counter offer to buyer, receiving the acceptance of counter offer from the buyer.

Therefore it would have been obvious to one of ordinary skill in the art at the time of the invention to provide the system and method conducting the sponsorship offer, creating the sponsorship offer agreements YOSHIDA/DELGADO to include the modifying counter offer as taught by WALKER in order to provide both parties a better service and economic feasibility.

As for dep. claim 12, which discloses wherein the provider offer modifies one or more of the plurality of marketing opportunities to be given to the first provider {see YOSHIDA pars. 0227-0229 further discloses the adjustment of the number of goods furnished by the agreeing business operators, notifies the broadcast business operator of the content of the finally determined transaction.

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11. Claims 16-17, 25-28 are rejected under 35 U.S.C. 103(a) as being unpatentable over YOSHIDA, in view of DELGADO and further view of MUNSON (US 2002/0091767).

As for independent claim 16, YOSHIDA disclose a system for facilitating an exchange of a service, non-monetary asset for use in an event for a sponsorship opportunity, comprising:

an agent server (brokerage server) coupled to a network {see figure 1-3, 12; at least pars. 0006; 0044; 0222-0225; 0234-0236}; and

a request database communicatively coupled to the agent server and comprising a catalog of a plurality of services non-monetary assets available use in an event, each of the plurality of services in the catalog having a respective fulfillment cost related to the event {see at least figures 1-3, 21; 0044-0046; 0222-0225; 0234-0236; 0480}

wherein the agent server is configured to present the catalog to an event owner {see at least figures 4-6, and 21; pars. 0319-0324;0479-0481} and is configured to receive a request from the event owner for a service or tangible non-monetary asset selected from the catalog over the network {see figures 1, 4-6 and pars. 0002; 0153-0156; 0222; 0319-0324 which discloses a requestor input the request information for a service, non monetary asset (commodities or services) for use in an event, wherein *the items to be entered in desired amount, prices for furnishment of the commodities or service*, desired in the sponsor. This requested *information are recorded in the input data recording unit 20C* as in figure 4, par. 0323};

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wherein the agent server is configured to make the request available to a plurality of providers over the network, wherein the request made available to a first one of the providers indicates that a sponsorship offer is available to the first provider

{par. 0023 discloses "a broadcast business operator (requestor) first issues a request for sponsorship to the brokerage business operator (the serve" or intermediate entity), the brokerage business operator forwards a requested for sponsorship to sponsor business operators; also figures 12, 14 "steps 12-18", at least pars. 0398-0400 discloses when the server receive the request from the requestor (broadcast business operator), the server determines the registered members (plurality of providers or sponsor business operators) to whom the sponsorship request is to be distributed, when the when there exist the desired conditions for distribution, the broker server (e.g. distribution destination specifying unit) verifies whether or not the sponsorship request also meets the desired conditions for distribution registered by the respective registered members. The distribution destination specifying unit (broker server) extracts only the members in meeting with the desired distribution condition and finally the broker server distributes the sponsorship request to the desired registered member};

wherein the agent server is configured to receive the provider offer, the provider offer comprising a sponsorship offer comprising a plurality of marketing opportunities to be given to the first provider, and an indication of a portion of the fulfillment cost of the requested service or tangible, non-monetary asset to be defrayed by the plurality of marketing opportunities,

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{see at least figures 16, 18-19 (element 42B, 42F), figure 20 (element 46C), figure 21 and at least pars. 0425, 0450-0451, 0454-0455, 0475-0480 wherein YOSHIDA discloses receiving the provider offer from the provider, the offer comprising a sponsorship offer which include the *commodities, services* (marketing opportunities) , *the desired amount or amount requested* that can be offered under sponsorship. One or more sponsorship opportunities comprise *logo commercial marks for business entities in a sport program, represented on sports equipment or advertisement plate or tower* {specifically pars. 0479-0480, figure 21}.

Note: the term “defray the cost” is interpreted as “a given away amount of money” or “pay the cost for a sponsorship event” and this is inherently included in the teaching of YOSHIDA ET AL as shown on pars. [0321-0323] which indicated “prices for furnishment of the commodities or service,” or the cost by the sponsorship for carrying out the event activities which would inherently defray at least partially the fulfillment cost of the request.

Furthermore, as for the information or content of “a plurality of marketing opportunities.....to be defrayed by the plurality of marketing opportunities” , this information is considered as non-functional descriptive material since this content only means something to the human mind and does not impact the steps of receiving the offer, accepting the offer and assembling a contract. See *King Pharmaceuticals Inc. v. Eon Labs Inc.*, 95 USPQ2d 1833 (Fed. Cir. 2010).

YOSHIDA discloses claimed invention as indicated above. However, YOSHIDA does not explicitly disclose “a provider agent operating on the server configured to

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construct a provider offer for the first provider responsive to the provider agent determining that the request available to the first provider is within a scope of agency of the provider agent, wherein the provider agent is configured to construct the provider offer based upon a directive of the first provider”

MUNSON {pars. 0004, 0014, 0037, figures 13-20} discloses the “RFP Wizard” (request for proposals software configured to construct a provider offer (proposal) for the provider (e.g. buyer). This software allows the buyer to build a proposal, and allow the buyer upload new documents, and to maintain a personal filing cabinet of information; also see Appendix A and B on page 26 (the flow chart) wherein MUNSON discloses the process of building the proposal (provider offer) based on the sponsor/provider information and the provider's target audience demographic (interpreted to be the scope/constraints of the agent). The proposal is displayed to the seller (event owner) based on rule such as the demographic and seller preferences. The proposal either indicates the buyer (sponsor) as anonymous or buyer profile.

Therefore it would have been obvious to one of ordinary skill in the art at the time of the invention to provide the system and method of exchanging the sponsorship transaction between the two parties of YOSHIDA to include using the software (provider's agent) to construct the offer for sponsorship from the provider, wherein the constructing the offer based on the sponsor/provider specific information or rules as taught by MUNSON so that the constructed offer is given to the request that meet or qualifies the provider's requirement e.g. audience demographic.

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YOSHIDA/MUNSON discloses claimed invention as indicated above. For example, YOSHIDA discloses {pars. 0223-0226, figures 16-20} the requestor/event owner (broadcast business operator) send a request for sponsorship to the brokerage business operator (the server), the server forwards a request for sponsorship to desired the sponsor business operator registered in database (noted that the registration including the provider offer or the sponsorship opportunities that the sponsor is willing to provide) based on the content of the request for sponsorship, if the sponsor agree to the request, then notifies the brokerage business operator of such effect. The brokerage business operator checks whether or not the content of the agreement conforms to items of request. When the content of the agreement conforms to the items of request, the brokerage business operator notifies the broadcast business operator (requestor) of the content of the finalized transaction. Also YOSHIDA par. 0229 discloses the brokerage business operator proceeds to match the content of the sponsorship request received from the client (requestor) and the information of advance registration (the provider offer from the sponsor) in the database to finally decide on the parties of contract.

However, YOSHIDA/MUNSON does not explicitly disclose "receiving an acceptance of the provider offer and assembling a contract comprising one or more clauses corresponding to the plurality of marketing opportunities of the sponsorship offer responsive to receiving the acceptance".

In the similar method and system managing the sponsorship, DELGADO {figure 4A, col. 53-64; col. 9, lines 60-67; col. 10, lines 1-18 discloses receiving the acceptance

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of the sponsorship offer from the requestor, the sponsorship offer such as putting together materials promoting the charitable event. The requester therefore would like to advertise the sponsor's name in the promotional materials and needs the sponsor's official trademarks and logos to do so. Also DELGADO also figures 2, 4D-4G discloses the generating the sponsorship agreements to require the requestor accept the terms and conditions and provide the requestor under the prescribed conditions, with content that facilitates such advertisement. Also DELGADO col. 1, lines 61-67 discloses the sponsorship agreement such as "the parties enter into a formal written agreement that stipulates the terms of the sponsorship, including details such as the amount to be donated by the corporation and how the corporation will be recognized in materials promoting the event.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to provide the system and method of receiving the request for sponsorship from the requestor, receiving the sponsorship offer from the sponsor, sending the request for sponsorship to a desired sponsor and accepting the request by the sponsor of YOSHIDA/MUSON to include the accepting the offer from the requestor, and generating the sponsorship agreements between the two parties as taught by DELGADO so that both parties agree on what need to be done e.g. the sponsor provides the materials promoting the event, in return the requestor (owner event) advertise the sponsor's name in the promotional materials.

As for dep. claim 17 YOSHIDA/MUNSON/DELGADO discloses identifying a plurality provider (sponsor or registered member) that are capable of providing the

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requested service, non-monetary asset {see YOSHIDA at least figures 10, 13 and 14; pars. 0394-0398 discloses the determine/identify the "register member/sponsor" to whom the sponsorship request is to be distributed; or whom meet with the sponsorship requester information}.

As for dep. claims 25-26 which discloses wherein the agent server is to receive one or more bids/offer responsive to the request and selecting of the bids according to a predetermined criteria associated with the request {see YOSHIDA figures 14, 16-18; pars. 0225-0228; 0394-0398}.

As for dep. claims 27-28, which discloses wherein the predetermined criteria related to the portion of the fulfillment cost of the requested service or tangible non-monetary asset defrayed by a sponsorship opportunity of the bid, and wherein the predetermined criteria relates to marketing opportunities of the bid, this is taught in YOSHIDA ET AL {see at least figures 5-6; 10 pars. 0322-0323; 0345-0347}.

12. Claim 18 is rejected under 35 U.S.C. 103(a) as being unpatentable over YOSHIDA in view of DELGADO and MUNSON as applied to claim 16 above and further in view of HARBRON ET AL (US 2002/0188512) (Herein after Harbron).

As for dep. claim 18 YOSHIDA/MUNSON/DELGADO discloses determining whether a sponsorship offer is available to each of the plurality of providers, sending the request to the plurality of providers and receiving the sponsorship offer from one of the provider

{see also figures 12, 14 "steps 12-18", at least pars. 0398-0400 discloses when the server receive the request from the requestor (broadcast business operator), the

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server determines the registered members (plurality of providers or sponsor business operators) to whom the sponsorship request is to be distributed, when the when there exist the desired conditions for distribution, the broker server (e.g. distribution destination specifying unit) verifies whether or not the sponsorship request also meets the desired conditions for distribution registered by the respective registered members. The distribution destination specifying unit (broker server) extracts only the members in meeting with the desired distribution condition and finally the broker server distributes the sponsorship request to the desired registered member}.

However, YOSHIDA/DELGADO does not explicitly disclose wherein the request is made available to a second one of the providers indicates that a sponsorship offer is not available to the second provider.

HARBON discloses determining whether a sponsorship offer is available to each of the plurality providers, wherein the request available to a provider indicates that a sponsorship offer is not available to the provider and receiving provider offer (information) which indicated the sponsorship offer is not interested. For example HARBON pars. 0047-0057 discloses the "customer enter into its customer system a request for a full horoscope for free. The request by the customer is then transferred via the Internet to the coordinator who reviews the request. The coordinator gets in electronic contact via the Internet to a number of potential sponsors and sending the request (from the requestor) to several potential sponsors if they are willing to sponsor a free full horoscope for a 67 year old female, Sponsor 1 indicates to the coordinator that he is not interested to sponsor this because his target group is of lower age. Sponsor 2

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indicated to the coordinator that he is willing to sponsor if the customer is prepare to make the web site of Sponsor 2 home page {Noted, since sponsor 1 is not interested to sponsor, this would indicated that the "coordinator receive the sponsor 1 offer (information) that does not include a sponsorship offer.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to provide the determining whether a sponsorship offer is available to each of the plurality of providers of YOSHIDA/MUNSON/DELGADO to include receiving the provider offer (information) which indicated the sponsorship is not included as taught by HARBRON since the claimed invention is merely a combination of old elements, and in the combination each element merely would have performed the same function as it did separately, e.g. the sponsorship offer is available to one provider, and the sponsorship is not available for another provider and which one of ordinary skill in the art would have recognized that the results of the combination were predictable.

13. Claims 19-24 are rejected under 35 U.S.C. 103(a) as being unpatentable over YOSHIDA in view of DELGADO, MUNSON as applied to claim 16 above and further in view of WALKER ET AL (US 5,794,207) (Hereinafter WALKER)

As for dep. claims 19-21, YOSHIDA/MUNSON/DELGADO discloses claimed invention as shown above. YOSHIDA/MUNSON/DELGADO pars. 0227-0229 further discloses the adjustment of the number of goods furnished by the agreeing business operators, notifies the broadcast business operator of the content of the finally determined transaction. However, YOSHIDA/MUNSON/DELGADO does not explicitly disclose transmitting a counteroffer responsive to receiving the provider offer, the

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counteroffer modifying the sponsorship offer, and receiving an acceptance of the counteroffer from the first provider, wherein the counteroffer modifies the portion of the fulfillment cost of the request to be defrayed by the plurality of marketing opportunities of the provider offer.

WALKER {figures 18-19 col. 22, lines 40-65; col. 23, lines 1-18} discloses the modifying the conditions of the counteroffer (e.g. modifying the price), transmit the counter offer to buyer, receiving the acceptance of counter offer from the buyer.

Therefore it would have been obvious to one of ordinary skill in the art at the time of the invention to provide the system and method conducting the sponsorship offer, creating the sponsorship offer agreements YOSHIDA/MUNSON/DELGADO to include the modifying counter offer as taught by WALKER in order to provide both parties a better service and economic feasibility.

As for dep. claim 22, YOSHIDA/MUNSON/DELGADO /WALKER discloses wherein the provider offer modifies one or more of the plurality of marketing opportunities to be given to the first provider {see YOSHIDA pars. 0227-0229 further discloses the adjustment of the number of goods furnished by the agreeing business operators, notifies the broadcast business operator of the content of the finally determined transaction.

As for dep. claims 23-24, YOSHIDA/MUNSON/DELGADO /WALKER discloses wherein the counteroffer modifies the portion of the fulfillment cost of the requested service or tangible non-monetary asset defrayed by the marketing opportunities to be

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given to the first provider {see YOSHIDA pars. 0227-0229 and WALKER figures 18-19 col. 22, lines 40-65; col. 23, lines 1-18}.

Response to Arguments

14. Applicant's arguments with respect to claims 1, 3-13, 16-30 have been considered but are moot in view of the new ground(s) of rejection based on the new amended language.

With respect to Applicant's argument (page 17), Applicant states that "Yoshida fails to disclose a determining whether to offer a sponsorship offer to each of plurality of providers" as recited in claim 29. However, the Examiner respectfully disagrees. YOSHIDA {par. 0023 discloses "a broadcast business operator (requestor) first issues a request for sponsorship to the brokerage business operator (the serve" or intermediate entity), the brokerage business operator *forwards a requested for sponsorship to sponsor business operators*; also figures 12, 14 "steps 12-18", at least pars. 0398-0400 discloses when the server receive the request from the requestor (broadcast business operator), the *server determines the registered members* (plurality of providers or sponsor business operators) *to whom the sponsorship request is to be distributed*, when there exist the desired conditions for distribution, *the broker server* (e.g. distribution destination specifying unit) *verifies whether or not the sponsorship request also meets the desired conditions for distribution registered by the respective registered members*. *The distribution destination specifying unit* (broker server) *extracts only the members in meeting with the desired distribution condition and finally the broker server distributes the sponsorship request to the desired registered member*}. Therefore, YOSHIDA

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discloses "determining.....the event" as recited in claim 29. Furthermore, as indicated in the 112 rejection above (section #9) that step (1) of claim 29 recites "one or more providers" which does not require plurality of providers, however (steps 3 and 4) recites determining whether a sponsorship offer is available to each of the plurality of providers" and transmitting the request to each of the plurality of providers and thus making the limitation becomes unclear.

Conclusion

15. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Thuy-Vi Nguyen whose telephone number is 571-270-

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1614. The examiner can normally be reached on Monday through Thursday from 8:30 A.M to 6:00 P.M.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Janice Mooneyham can be reached on 571-272-6805. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/K. N./

Examiner, Art Unit 3689

/Janice A. Mooneyham/
Supervisory Patent Examiner, Art Unit 3689